



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

GRANTED IN PART: July 27, 2007

CBCA 20, 34, 368, 369, 370, 371, 372, 373

RELIABLE CONTRACTING GROUP,

Appellant,

v.

DEPARTMENT OF VETERANS AFFAIRS,

Respondent.

William E. Dorris, Neal J. Sweeney, and William H. Johnson of Kilpatrick Stockton LLP, Atlanta, GA, counsel for Appellant.

Kenneth B. MacKenzie, Charlma J. Quarles, and Phillipa L. Anderson, Office of the General Counsel, Department of Veterans Affairs, Washington, DC, counsel for Respondent.

Before Board Judges **DANIELS** (Chairman), **BORWICK**, and **WALTERS**.

WALTERS, Board Judge.

Appellant, Reliable Contracting Group (Reliable), appealed to the Department of Veterans Affairs Board of Contract Appeals (VA Board) from a Department of Veterans Affairs (VA) contracting officer's failure to timely provide a final decision on a certified claim. Reliable submitted its claim in the total amount of \$1,137,647 plus a contract time extension of 318 calendar days for the VA's alleged failure to timely provide electrical power under Reliable's contract with the VA for utility plant and electrical distribution work in Miami, Florida. The VA Board docketed the appeal under eight separate docket numbers, VABCA 7601 through 7608, corresponding to individual claim items within the certified claim. Upon consolidation of the VA Board into this Board on January 6, 2007, this Board redocketed the appeals as CBCA 20, 34, and 368 through 373.

On July 26, 2007, the parties filed a joint motion for judgment on stipulated settlement, together with a stipulation of settlement and supplemental letters, advising of the complete settlement of all the docketed appeals and seeking a judgment in favor of Reliable in the amount of \$707,006, and a time extension of 274 days. The stipulation provides that interest be paid on that amount in accordance with the Contract Disputes Act of 1978, 41 U.S.C. §§ 601-613 (CDA), commencing on June 6, 2006, and that Reliable waives any right it may have to make any claim for recovery of attorney fees and expenses under the Equal Access to Justice Act. The parties have both expressly agreed further not to seek reconsideration of, or relief from, the Board's decision in these appeals and that they will not appeal the decision.

Decision

These appeals are **GRANTED IN PART**. In accordance with the parties' joint motion for judgment on stipulated settlement, appellant is awarded \$707,006, together with CDA interest commencing on June 6, 2006, to be paid from the permanent indefinite judgment fund. Rule 25(b); 31 U.S.C. § 1304 (2000). In addition, appellant is awarded a time extension of 274 calendar days.

RICHARD C. WALTERS
Board Judge

We concur:

ANTHONY S. BORWICK
Board Judge

STEPHEN M. DANIELS
Board Judge